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Attorneys for Plaintiff  
RICHARD SKAFF

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

RICHARD SKAFF  
Plaintiff,

CASE NO. C 05-1746 MJJ  
Civil Rights

V.

LARKSPUR LANDING, LLC; INLAND  
WESTERN LARKSPUR, L.L.C.; BED  
BATH & BEYOND INC.; MARIN  
BREWING COMPANY, A CALIFORNIA  
LIMITED PARTNERSHIP; NOONAN'S,  
A CALIFORNIA LIMITED  
PARTNERSHIP; and DOES 1-25,  
Inclusive,

**STIPULATION AND ORDER  
FOR DISMISSAL OF COMPLAINT  
AGAINST DEFENDANTS MARIN  
BREWING COMPANY, A CALIFORNIA  
LIMITED PARTNERSHIP, AND  
NOONAN'S, A CALIFORNIA LIMITED  
PARTNERSHIP** GRANTED

FRCP 41 (a) (1) (ii).

Defendants.

Plaintiff Richard Skaff and defendants Marin Brewing Company, a California  
Limited Partnership, and Noonan's, a California Limited Partnership, by and through their  
attorneys of record, file this Stipulation of Dismissal pursuant to Federal Rule of Civil Procedure  
section 41 (a) (1) (ii).

Plaintiff filed this lawsuit on April 27, 2005.

Plaintiff Richard Skaff and defendants Marin Brewing Company, a California  
Limited Partnership, and Noonan's, a California Limited Partnership, have entered into a "Mutual  
Release And Settlement Agreement Between Plaintiff Richard Skaff And Defendants Marin  
Brewing Company, a California Limited Partnership, and Noonan's, a California Limited  
Partnership" which settles all aspects of the lawsuit against said defendants. The "Mutual Release

1 And Settlement Agreement”is incorporated by reference herein as if set forth in full. Plaintiff  
2 Richard Skaff and defendants Marin Brewing Company, a California Limited Partnership, and  
3 Noonan’s, a California Limited Partnership, stipulate to the court retaining jurisdiction to enforce  
4 the “Mutual Release And Settlement Agreement.”

5 Plaintiff Richard Skaff moves to dismiss with prejudice the Complaint against defendants  
6 Marin Brewing Company, a California Limited Partnership, and Noonan’s, a California Limited  
7 Partnership.

8 Defendants Marin Brewing Company, a California Limited Partnership, and Noonan’s, a  
9 California Limited Partnership, who have answered the complaint, agrees to the dismissal with  
10 prejudice.

11 This case is not a class action, and no receiver has been appointed.

12 This Stipulation and Order may be signed in counterparts, and facsimile signatures shall  
13 be as valid and binding as original signatures.

14 Wherefore, plaintiff Richard Skaff and defendants Marin Brewing Company, a California  
15 Limited Partnership, and Noonan’s, a California Limited Partnership, by and through their  
16 attorneys of record, so stipulate.

17 Date: 6/12/06

SIDNEY J. COHEN  
PROFESSIONAL CORPORATION

/s/ Sidney J. Cohen

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Sidney J. Cohen  
Attorney for Richard Skaff

21 Date: 6/1/06

/s/ Kevin F. Bernie

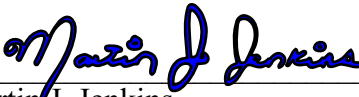
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Kevin F. Bernie, Esq.  
Attorney for Defendants Marin Brewing  
Company, a California Limited Partnership  
and Noonan’s, a California Limited  
Partnership

25 PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO ORDERED:

26 The Complaint against defendants Marin Brewing Company, a California  
27 Limited Partnership, and Noonan’s, a California Limited Partnership is dismissed with  
28

1 prejudice. The Court shall retain jurisdiction to enforce the “Mutual Release And Settlement  
2 Agreement Between Plaintiff Richard Skaff And Defendants Marin Brewing Company, a  
3 California Limited Partnership, and Noonan’s, a California Limited Partnership.”

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5 Date: 6/22/2006

  
6 Martin J. Jenkins  
7 United States District Judge  
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